The Honorable Robert S. Lasnik

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

BARBARA DANIEL, individually, Plaintiff, v. THE BOEING COMPANY, a foreign corporation; VICKI KNIGHTON; and JOHN AND JANE DOES 1-5, Defendants.	Case No. 2:09-CV-00890 RSL **DECLARATION OF AMY KELLY IN SUPPORT OF DEFENDANTS' MOTION FOR SUMMARY JUDGMENT** **NOTE ON MOTION CALENDAR: AUGUST 27, 2010**

I, AMY KELLY, hereby declare and state as follows:

1. I am over eighteen years of age and competent to testify to the facts set forth in this declaration.

2. I currently work for The Boeing Company ("Boeing") as the Manager of Employee Relations for the Northwest. As such, I am responsible for the administration of grievances filed on behalf of the employees in the various Boeing unions in the Pacific Northwest. I began working for Boeing approximately 24 years ago.

3. As part of my job, I lead a team of specialists engaged in the administration of Collective Bargaining Agreements ("CBAs") in effect at Boeing. I am also part of the team that negotiates the CBAs, and I attend arbitrations based on those agreements. Thus, I am very familiar with the terms of the unions' Collective Bargaining Agreements, including the

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Agreements governing Ms. Daniel's employment since 2005.

4. I have personal knowledge of the information set forth in this declaration. As to information stated below of which I do not have personal knowledge, I base my testimony on records which were made and kept by Boeing in the regular course of business at or near the time of the event.

5. Barbara Daniel is a member of the International Association of Machinists and Aerospace Workers, AFL-CIO. As such, the terms and conditions of her employment are governed by the CBA between Boeing and her union, the AFL-CIO (the "Union").

6. Ms. Daniel's CBA has specific procedures for Grievance Procedures if an employee has concerns about her employment. A true and correct copy of the Grievance Procedure from the 2008 CBA is attached hereto as Exhibit 1. There is no difference between the Grievance procedure in the 2008 CBA and the 2005 CBA that preceded it.

7. The Grievance procedure is a four step process, which can be summed up as follows: First, the employee is required to notify a supervisor of any grievance, and can also discuss the grievance with her union steward or union business representative. If this procedure does not resolve the grievance, the employee moves to step two, whereby the union's business representative may choose to reduce the grievance to writing if he or she believes that the grievance is valid. A copy of that written grievance then goes to the supervisor, and to the designated Boeing representative. If the grievance is not resolved at that point, a copy of the grievance signed by the supervisor and the business representative goes to the designated representative for the Company, who is authorized to settle the grievance with the business representative. If the grievance is not settle, either party may request that the grievance be subject to arbitration.

8. I am the designated representative of the Company, and have been since 2005. thus, were any employee grievance to proceed beyond Step 2 of the grievance procedure, I

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would have received a copy of any written grievance filed at the Renton or Everett facility from 2005 to date.

9. I have never received a copy of any written grievance concerning Barbara Daniel. I do not remember receiving any such grievance, and no such grievance is listed on the comprehensive list of written grievances kept by the company. Thus, I can state with certainty that Ms. Daniel's union has never filed a grievance that was not resolved on her behalf while she was employed at Renton. If she had, it would have come to me.

10. Ms. Daniel's CBA governs the terms and conditions of her employment with Boeing. True and correct copies of the following provisions are attached hereto as Exhibit 2:

- Section 6.10, governing the allocation and assignment process for scheduling overtime;[1]
- Section 13.14, addressing Misassignment Grievances, and giving the Company "sole responsibility for making work assignments;"[2]
- Section 16.1, and 16.9[3] regarding health and safety in the workplace, including
  - the requirement that "no employee shall be required to perform work that involves an imminent danger to health or physical safety (16.1), and
  - Procedures that an employee must follow regarding medical recommendations, including the removal of medical recommendations. (16.9). This provision grants Boeing Medical full discretion in implementing, removing or modifying any medical recommendation. (16.9(b)(3));
- Section 21.4 governs Nondiscrimination;[4] and

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[1] The process for assigning overtime is identical in the 2005 and 2008 CBAs.
[2] Section 13.14 is identical in the 2005 and 2008 CBAs.
[3] Sections 16.1 are virtually identical in the 2005 and 2008 CBAs. Section 16.9 in the 2008 CBA is identical to Section 16.8 in the 2005 CBA.
[4] Section 21.4 is identical in the 2005 and 2008 CBAs.

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- Article 22 governs Workforce Administration, including the procedures that must be followed during a surplus (Sections 22.2-22.9, and Rules Relating to Lateral Transfers and Reclassifications).

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on July 30, 2010, at Renton, Washington

Amy S. Kelly
AMY KELLY

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CERTIFICATE OF SERVICE

I hereby certify that on August 3, 2010, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following:

Thaddeus P. Martin, WSBA #28175
Thaddeus P. Martin, LLC
4928 109th Street SW
Lakewood, WA 98499
Phone: 253.682.3420
Fax: 253.682.0977
Email: tmartin@thadlaw.com

Dated: August 3, 2010

s/Sally Swearinger
sswearinger@littler.com
LITTLER MENDELSON, PC

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EXHIBIT 1

COLLECTIVE BARGAINING AGREEMENT

EXHIBIT 1

COLLECTIVE BARGAINING AGREEMENT

of November 2, 2008

BETWEEN

THE BOEING COMPANY

and

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO

and

CERTAIN DISTRICTS AND LOCAL LODGES THEREOF

ARTICLE 19
GRIEVANCE PROCEDURE AND ARBITRATION

Section 19.1 Establishment of Grievance and Arbitration Procedure. Grievances or complaints arising between the Company and its employees subject to this Agreement, or the Company and the Union, with respect to the interpretation or application of any of the terms of this Agreement, shall be settled according to the following procedure. Subject to the terms of this Article 19 relating to cases of dismissal or suspension for cause or of involuntary resignation, only matters dealing with the interpretation or application of terms of this Agreement shall be subject to this grievance machinery.

Section 19.2 Employee Grievances. In the case of grievances on behalf of employees and subject to the further provisions of Section 19.3 below, relating to cases of layoff or dismissal or suspension for cause or involuntary resignation:

STEP 1. Oral Discussion. The employee first shall notify his/her supervisor of his/her grievance and then, if he/she so desires, shall discuss his/her grievance with the steward or the Union business representative, and if the steward or the business representative considers the grievance to be valid, then the employee and the steward or business representative will contact the employee's supervisor and will attempt to effect a settlement of the complaint. This procedure, however, will not prevent an employee from contacting his/her supervisor if he/she so chooses. If the purpose of the employee's contacting his/her supervisor is to adjust the grievance, the steward or the business representative shall be given an opportunity to be present and such adjustment shall be in conformity with this Agreement.

STEP 2. Grievance Reduced to Writing – Handling at Supervisory Level. If no settlement is reached in Step l, the business representative, if he/she considers the grievance to be valid, may at any time reduce to writing a statement of the grievance or complaint which shall contain the following:

(a) The facts upon which the grievance is based.

(b) Reference to the section or sections of the Agreement alleged to have been violated (this will not be applicable in cases of dismissal or suspension for cause or of involuntary resignation).

(c) The remedy sought.

The business representative shall submit the written statement of grievance to the supervisor for reconsideration, with a copy to the designated representative of the Company. After such submission the

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supervisor and the business representative may, within the next five (5) workdays (unless mutually extended), settle the written grievance and, over their signatures, indicate the disposition made thereof. Otherwise, promptly after the expiration of such five (5)-day period (or agreed extension thereof) the supervisor and the business representative shall sign the grievance, with the supervisor indicating the basis for denying the grievance, and their signatures will indicate that the grievance has been discussed and reconsidered by them and that no settlement has been reached.

STEP 3. Written Grievance; Handling at Business Representative-Company Representative Level. If no settlement is reached in Step 2, within the specified or agreed time limits, the business representative may at any time thereafter submit the grievance to the designated representative of the Company. After such submission the designated representative of the Company and the business representative may, within the next ten (10) workdays (unless mutually extended), settle the grievance and, over their signatures, indicate the disposition made thereof. Otherwise, promptly after the expiration of such ten (10)-day period (or agreed extension thereof) the designated representative of the Company and the business representative shall sign the grievance, with the designated representative indicating the basis for denying the grievance, and their signatures will indicate that the grievance has been discussed and reconsidered by them and that no settlement has been reached.

STEP 4. Arbitration. If no settlement is reached in Step 3 within the specified or agreed time limits, then either party may in writing, within ten (10) workdays thereafter, request that the matter be submitted to an arbiter for a prompt hearing as hereinafter provided in Sections 19.6 to 19.9, inclusive.

Section 19.3 Dismissals, Suspensions, Layoffs, Etc.
In cases of layoff, or of dismissal or suspension for cause, or of involuntary resignation, the employee shall be given a copy of the layoff, suspension or termination of service slip, as the case may be, if he/she is available to be presented with such copy. If he/she is not available, copies of the slip will be sent to the employee and to the Union office. The employee shall have the right to appeal the action shown on the slip providing the business representative files a written grievance, beginning at Step 3, with the designated representative of the Company within seven (7) workdays after the date of layoff, dismissal, suspension for cause or involuntary resignation, or within seven (7) workdays after the date of the mailing of the copy of the slip, provided, however, that any dismissal or suspension of an employee who has committed a sex crime victimizing a child or children shall be deemed to be for cause and shall not be subject to the grievance and

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EXHIBIT 2

such temporary assignment continue to be identified with the collective bargaining unit at the Primary Location from which they were so assigned.

Section 1.3 Union Jurisdictional Claims – Settlement Of.
Controversies between the Company and the Union, arising out of Union jurisdictional claims as to the employees properly to be included in one of the collective bargaining units identified in this Article 1 and to work assignments of unrepresented individuals, shall be resolved in accordance with the following rules and procedures:

1.3(a) Controversies to which this Section 1.3 relates shall be those based on the contention by the Union that the work assignments of one or more unrepresented individuals properly should be performed only by an employee in one of the units identified in this Article 1 and represented by the Union.

1.3(b) An unrepresented individual is one employed by the Company who is treated by the Company as not being within a unit represented by the Union and who is not within a collective bargaining unit represented by another labor organization.

1.3(c) Temporary performance by an unrepresented employee of work that is not normally and regularly a part of his/her job assignment shall not be used by the Union as the basis for any jurisdictional claim under this Section 1.3. It is understood that this Section 1.3(c) shall not be used in determining whether such temporary performance affords basis for a grievance under any other provision of this Agreement.

1.3(d) Union jurisdictional claims shall be resolved as provided in Section 19.15.

1.3(e) It is the intent of the Company that unrepresented employees shall not be assigned to displace employees in any of the bargaining units identified in this Article 1 during periods such unrepresented employees remain outside any such bargaining unit.

1.3(f) Any jurisdictional dispute involving represented employees who are not within one of the units described in this Article 1 shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 2
RIGHTS OF MANAGEMENT

Section 2.1 Management of Company.
The management of the Company and the direction of the work force is vested exclusively in the Company subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the

EXHIBIT 2

Company in accordance with such policy or procedure as the Company from time to time may determine.

ARTICLE 3
UNION SECURITY

Section 3.1 Union Membership.
Subject to Section 3.3 below, all employees within the bargaining unit defined in Section 1.1(a) (hereinafter referred to as the Puget Sound Unit) or within the bargaining unit defined in Section 1.1(c) (hereinafter referred to as the Portland Unit) shall become members of the Union within thirty-one (31) days following the beginning of such employment in the Puget Sound Unit or the Portland Unit, or within thirty-one (31) days following the execution of this Agreement, whichever is later, and shall thereafter maintain their membership in good standing in the Union during the life of this Agreement, as a condition of continued employment.

Section 3.2 Maintenance of Membership.
Subject to Section 3.3 below, employees of the Company who are within the Puget Sound Unit or the Portland Unit and who are or become members of the Union on or after the effective date of this Agreement shall, as a condition of employment, thereafter maintain their membership in good standing in the Union during the life of this Agreement.

Section 3.3 Satisfaction of Obligation.
Employees who, under Sections 3.1 or 3.2 of this Article 3, are required either to become members of the Union or maintain membership in good standing in the Union may satisfy that obligation by periodically tendering to the Union an amount equal to the Union's regular and usual monthly dues.

Section 3.4 Failure to Satisfy Obligation.
In the event an employee who, as a condition of continued employment, is required under this Article 3 to become a member of the Union, or maintain his/her membership in good standing therein, but in any such case does not do so, the Union will notify the Company in writing, through the Corporate Union Relations Office, or through such other office as may be designated by the Company, of such employee's delinquency. The Company agrees to advise such employee that his/her employment status with the Company is in jeopardy and that his/her failure to meet his/her obligation under this Article 3 within five (5) days will result in his/her termination of employment.

Section 3.5 Explanation to Employees.
Either the Company or the Union may explain to any employee or call to his/her attention, at any time, his/her rights and obligations under any or all provisions of this Article 3.

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third parties against such employee, such a dismissal or suspension will be treated as a dismissal or suspension under Section 19.3 and will be subject to the grievance procedure and other provisions of Article 19.

Section 6.8 Paydays.

For employees working in Washington, Kansas, and other states where mandatory direct deposit is permitted by law, paychecks will be delivered via direct deposit on Thursday of every second week, covering all wages, including overtime, earned through Thursday of the preceding week, except when other circumstances intervening beyond the Company's control make such practice impossible. For employees working in other states, paychecks shall be delivered via direct deposit on or before Thursday of every second week, or placed in the U.S. mail on or before Tuesday of every second week, covering wages, including overtime, earned through Thursday of the preceding week, except when holidays or circumstances intervening beyond the Company's control make such practice impossible.

Section 6.9 Report Time.

If an employee reports for work in accordance with instructions, he/she shall receive a minimum of eight (8) hours pay at his/her straight time base rate, including shift differential and Cost of Living Adjustment where applicable. Report time will not apply in case of emergency shutdowns arising out of any condition beyond the Company's control. An employee who leaves work of his/her own volition, or because of incapacity (other than industrial injury or illness), or is discharged or suspended after beginning work, will be paid only for the number of hours actually worked during that day. An employee who leaves work because of incapacity due to industrial injury or illness will be paid eight (8) hours pay at his/her straight time base rate, including shift differential and Cost of Living Adjustment where applicable.

Section 6.10 Overtime.

6.10(a) The Company will first attempt to meet its overtime requirements on a voluntary basis from among employees who normally perform the particular work activity on a straight time basis; however, in cases of selective overtime new hires or rehires may be excluded for the first fifteen (15) calendar days of their employment. In the event there are insufficient volunteers to meet the requirement, the supervisor may designate and require the necessary number of employees to work the overtime.

6.10(b) Overtime Scheduling Procedures for Extended Workday or Workweek.

(1) The normal practice for the advance scheduling of overtime within the shop and shift will be to:

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(a) First, ask the employee regularly assigned to either the machine, job, crew or position providing the employee is in attendance when the overtime is being assigned, provided, however, that the Company may designate that employee to work the overtime before proceeding to Subparagraph 6.10(b)(1)(b).

(b) Then, ask other qualified employees in the same job classification who are in attendance when the overtime is being assigned.

(c) If sufficient volunteers are not obtained, the Company may designate any employee to satisfy remaining requirements.

(2) Management may exclude an employee from overtime, even if the employee is in attendance when the overtime is being assigned, if:

(a) The employee has been absent during the week, except for sick leave, jury duty, witness service, bereavement leave, military leave, authorized Union business, previously scheduled vacation or absence due to industrial injury or illness.

(b) An employee is asked to work overtime (Saturday and/or Sunday) and is subsequently absent due to illness or bereavement leave on the workday preceding the overtime day.

(c) Two (2) consecutive weekends have been worked by the employee.

(d) One hundred twenty-eight (128) overtime hours have been worked in the budget quarter.

(e) Eight (8) overtime hours have been worked on the Saturday or the Sunday.

(f) An employee's schedule performance or work quality is currently documented as being deficient.

(3) If the whole shift of a shop/functional area/crew or position is scheduled to work a six (6) or seven (7)-day week, all employees in the shop/functional area/crew or position will be required to report for weekend work, regardless of whether or not they were absent during the week, except when an employee has previously scheduled the use of vacation, bereavement leave or military leave on Friday preceding the

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weekend, or unless Sections (2)(c), (2)(d) or (2)(e) of this Section 6.10(b) apply.

6.10(c) The following subparagraphs of this Section 6.10(c) shall apply to continuous work periods (continuous except for lunch and rest periods) that begin at or after 10:00 P.M. Sunday (or the day treated as the employee's Sunday under Section 5.1) and prior to 6:01 P.M. Friday (or the day prior to the day treated as the employee's Saturday under Section 5.1):

6.10(c)(1) Time worked within an assigned shift period shall be compensated at straight time rates.

6.10(c)(2) For time worked outside of his/her assigned shift, by an employee on first or second shift, an employee shall be paid one and one-half times his/her base rate for the first two (2) hours and double his/her base rate thereafter.

6.10(c)(3) For time worked outside of his/her assigned shift, by an employee on third shift, an employee shall be paid one and one-half times his/her base rate for the first one and one-half hours and double his/her base rate thereafter.

6.10(d) The following subparagraphs of this Section 6.10(d) shall apply to continuous work periods (continuous except for lunch and rest periods) that begin at or after 6:01 P.M. Friday (or the day prior to the day treated as the employee's Saturday under Section 5.1) and prior to 10:00 P.M. Sunday (or the day treated as the employee's Sunday under Section 5.1):

6.10(d)(1) In any continuous period of work (continuous except for lunch periods and rest periods) the work will be deemed to have been performed on the shift and day shown below:

If Work Period Starts	Shift	Day
6:01 P.M. Friday through 1:30 A.M. Saturday	3rd	Saturday
1:31 A.M. Saturday through 10:00 A.M. Saturday	1st	Saturday
10:01 A.M. Saturday through 6:00 P.M. Saturday	2nd	Saturday
6:01 P.M. Saturday through 1:30 A.M. Sunday	3rd	Sunday
1:31 A.M. Sunday through 10:00 A.M. Sunday	1st	Sunday

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If Work Period Starts	Shift	Day
10:01 A.M. Sunday through 9:59 P.M. Sunday	2nd	Sunday

6.10(d)(2) For the first eight (8) hours of work by an employee on the first day of his/her two (2) consecutive days of rest, who is assigned on that day to work the first or second shift, such employee shall be paid one and one-half times his/her base rate for that shift and double such base rate thereafter.

6.10(d)(3) For the first six and one-half (6-1/2) hours of work by an employee on the first day of his/her two (2) consecutive days of rest, who is assigned on that day to work the third shift, such employee shall be paid one and one-half times his/her base rate for that shift and double such base rate thereafter.

6.10(d)(4) Any time worked on the second day of an employee's two (2) consecutive days of rest shall be paid for at double his/her base rate for such shift and such double time shall remain in effect for all hours continuously worked.

6.10(e) In lieu of the provisions of Sections 6.10(c) and 6.10(d), overtime worked in any of the following circumstances shall be paid at double the employee's base rate:

(1) more than one hundred sixty (160) overtime hours in the budget quarter; or

(2) on a weekend immediately following three (3) consecutive weekends worked by the employee.

Section 6.11 Wage Payment Basis.
Employees shall be paid for time worked computed to the nearest one-tenth hour. Overtime will be paid in the next regularly scheduled paycheck.

Section 6.12 New Assignments.
When employees are assigned to work in a higher or lower labor grade the new pay rate shall be effective in the employee's paycheck not later than the third payday subsequent to the date on which the new assignment is made.

ARTICLE 7
HOLIDAYS

Section 7.1 Dates on Which Observed.
The following holidays shall be observed by the Company for the purposes set forth in this Article 7:

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Section 13.12 Existing "Nonrepresentative" Jobs.
The parties recognize that, as of the date of execution of this Agreement, certain jobs now are in labor grades which, measured against the applicable guidelines, do not meet the standards and work level appropriate to the labor grade. Job references and comparisons in connection with placement of new or changed jobs within a labor grade are therefore limited to the Representative Jobs designated for the particular labor grade.

Section 13.13 Applicable Classification Guides and Representative Jobs.
During the life of this Agreement, unless changed by mutual agreement of the parties, the Classification Guides and Representative Jobs identified respectively with each labor grade shall be those to which the parties have mutually agreed bearing date of September 4, 2008, and entitled "Classification Guides and Representative Jobs for Use in Placing New or Changed Jobs Within the Appropriate Labor Grade."

Section 13.14 Misassignment Grievances.
During the life of this Agreement, the Company shall have sole responsibility for making work assignments. The Union, however, may challenge the labor grade of any employee covered by this Agreement based on the contention that the work assigned by the Company differs from the job description to the extent and in such a manner so as to require assigning the employee to an existing or new job that would be in a higher labor grade after applying the guidelines of Section 13.10. Disputes based on such contention may be settled in accordance with Article 19.

ARTICLE 14
SENIORITY

Section 14.1 Accumulation of Seniority.
The seniority of an individual at any time (subject to the other Sections of this Article 14) shall be:

14.1(a) The amount of seniority he/she had immediately prior to the effective date of this Agreement, calculated in accordance with the Collective Bargaining Agreement between the parties dated September 29, 2005; plus

14.1(b) The time after such effective date that he/she is on the active payroll of the Company within any bargaining unit to which this Agreement relates; plus

14.1(b)(1) for employees on the active management (supervisory) payroll of the Company on September 1, 1999, the time before or after the effective date of entry onto such payroll, provided he/she has at some previous time worked within any such unit (including any preceding variation of any such unit) and provided further that

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the job which he/she last held, he/she will be considered for any job which he/she is qualified and able to perform, subject to Article 22. If placement is not effected, the employee may be placed on layoff.

15.2(e) If leave was granted due to nonindustrial injury or illness and the period of leave is in excess of one (1) year, the employee may be returned to the job title which he/she last held providing there is an opening in such job title and his/her placement in such opening is not inconsistent with Article 22; otherwise, he/she may be placed on layoff.

15.2(f) If leave was granted for military service or other requirements of law, the provisions of applicable laws shall apply.

15.2(g) If leave, irrespective of length, was granted for any reason other than those stated in Sections 15.2(a) to 15.2(f), inclusive, and in Section 15.2(h), the employee will be returned to the job title which he/she last held providing there is an opening in such job title and his/her placement in such opening is not inconsistent with Article 22; otherwise, he/she may be placed on layoff.

15.2(h) If leave was granted to accept a full-time position with the Union, the employee will be returned to the job which he/she last held if such job is then populated; if such job is not then populated he/she will be returned to one of equal grade.

ARTICLE 16
HEALTH AND SAFETY

Section 16.1 Mutual Objective.
The Union and Company recognize the value of working together to maintain high standards of occupational health, safety and environmental care throughout the plants of the Company. Both parties commit to work together to create an environment which promotes a positive approach to processes, attitudes and activities that bring about the changes necessary to achieve a workplace free of incidents, accidents and injuries, and that protects the environment. It is our intent that no employee shall be required to perform work that involves an imminent danger to health or physical safety. Both parties will continue to establish proactive, customer-driven programs and systems to support this mutual objective.

16.1(a) Health and Safety in the Workplace. The Union and the Company are committed to working together to maintain a healthy, safe and environmentally responsible workplace. Both parties agree that all employees should be actively involved in creating a safe workplace and complying with all applicable safety, health and environmental policies and procedures. Both parties recognize that good physical health and being prepared to do physical work may reduce injuries. Together, the parties will explore methods to promote health programs.

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industrial injury/illness or exposure to hazardous agents in the work environment, and the employee is not able to provide his/her own transportation, the Company will provide the transportation to and from the employee's normal work location. If such an employee is returned to his/her work location too late to use his/her normal transportation home, the Company will provide that transportation.

Section 16.9 Medical Recommendations.

16.9(a) A medical recommendation is a description of an employee's functional capabilities (i.e. physical or cognitive abilities) which are limited due to a medical condition. Medical recommendations are issued by the Company Health Care Provider based on a review of relevant information, including information from the employee's community Health Care Provider when available.

16.9(b) An employee who may need a new medical recommendation or the removal of a current medical recommendation, shall have the responsibility to report to the nearest Company medical clinic or dispensary and provide the following information, as applicable:

16.9(b)(1) Upon the employee's return to work, the employee's community Health Care Provider's statement including the date the employee is released to return to work, and the employee's functional capabilities;

16.9(b)(2) To report for re-evaluation when the period of a time-limited medical recommendation has elapsed, with a statement from the employee's community Health Care Provider regarding the functional capabilities if available;

16.9(b)(3) A statement by the employee's community Health Care Provider pertaining to his/her medical condition, or change to such condition, including a statement of the employee's functional capacities.

If the Company's Health Care Provider agrees that the medical condition of the employee warrants the initiation, removal or modification of a medical recommendation, such action will be taken. A medical recommendation will be removed when the medical recommendation expires, or is discontinued by the Company's Health Care Provider.

Section 16.10 Employees with Injuries or Illnesses.
With respect to employees who suffer an injury or illness on or after November 22, 1989:

16.10(a) An employee who is unable to perform his/her job because of injury or illness may be reclassified to another job title that he/she is

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ARTICLE 21
MISCELLANEOUS

Section 21.1 Inventions.

21.1(a) Employees shall be permitted to retain ownership of an invention conceived or developed by them if the invention (a) was developed entirely on the employee's own time and the invention is one for which no equipment, supplies, facilities, or trade secret information of the Company was used; and (b) does not (i) relate directly to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or (ii) result from any work performed by the employees for the Company. All other inventions shall be the property of the Company, and employees shall assist the Company in the protection of such inventions as directed by the Company.

21.1(b) No employee shall be required, as a condition of employment or continued employment, to sign an invention agreement which contravenes the provisions of Section 21.1(a).

Section 21.2 Financial Awards.
The Company and the Union agree that bargaining unit employees will be eligible to participate in the Boeing Cash Award Program, effective January 2006, as defined in the Boeing Cash Award Program administrative guide. Awards are a one time payment to recognize individual or team accomplishments. The purpose of this program is to permit timely cash payments to recognize individual or team accomplishments that are the result of extraordinary performance or performance that exceeds job expectations. The Union will be notified of Boeing Cash Awards that are made to bargaining unit employees. The Company reserves the right to amend, modify, and/or discontinue the Boeing Cash Award Program at any time.

Section 21.3 Sabotage.
The Union agrees to report to the Company when it has knowledge of any acts of sabotage or damage to or the unauthorized or unlawful taking of Company, government, customer or any other person's or employee's property. The Union further agrees, if any such acts occur, to use its best efforts in assisting to identify and apprehend the guilty person or persons.

Section 21.4 Nondiscrimination.
All terms and conditions of employment included in this Agreement shall be administered and applied without regard to race, color, religion, national origin, status as a disabled or Vietnam era veteran, age, gender, or the presence of a disability, except in those instances where age, gender, or the absence of a disability may constitute a bona fide occupational

qualification. If administration and application of the contract is not in contravention of federal or state law such administration or application shall not be considered discrimination under this Section 21.4. Notwithstanding any other provision of this Section 21.4 or of this Agreement, a grievance alleging a violation of this Section 21.4, shall be subject to the grievance procedure and arbitration of Article 19 only if it is filed on behalf of and pertains to a single employee. Class grievances based on alleged violation of this Section 21.4 shall not be subject to the grievance procedure and arbitration under Article 19 of this Agreement.

Section 21.5 Security Interviews.
Each employee has the right, during a Security interview which the employee reasonably believes may result in discipline, to request the presence of his/her shop steward, if the shop steward is available. If his/her shop steward is not available, such employee may request the presence of another immediately available shop steward. If a shop steward, pursuant to the employee's request, is present during such an interview, the shop steward, in addition to acting as an observer, may, after the Security representative has completed his/her questioning of the employee, ask additional questions of the employee in an effort to provide information which is as complete and accurate as possible. The shop steward shall not obstruct or interfere with the interview.

Section 21.6 Employee Assistance.
The parties will cooperate in expanding employee assistance programs in order to promote the health and well-being of the workforce. These programs include the following:

21.6(a) Wellness Programs. The Company will emphasize programs to improve the health and wellness of the workforce. Examples would include health monitoring, exercise, hypertension classes, weight loss programs and stop-smoking classes.

21.6(b) Comprehensive Child and Elder Care Program. The Company will establish a comprehensive child and elder care program. This program will consist of referrals of employees to licensed care facilities, consultation with employees to determine individual needs and providing educational materials and programs. To further the objectives contained in this section, the Company agrees to establish a flexible account to fund child and elder care.

21.6(c) Joint Company-Union Alcohol and Drug Dependency Program. The parties recognize that drug and alcohol usage can adversely affect an employee's job performance and the maintenance of a safe and productive work environment and can undermine public trust and confidence in the Company's products. Accordingly, they agree to cooperate in substance abuse awareness and education. This will be in

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location of such technological changes and the extent to which they may affect the work performed by those employees.

The Company and the Union agree that this Section 21.9 fully sets forth the Company's obligation to provide information concerning new technology or any other introduction or technological improvement of new machines, tools, methods, processes, equipment and/or materials. If the Union requests other information related to these matters, the request will be treated as a request to add additional subjects to the briefings.

ARTICLE 22
WORKFORCE ADMINISTRATION

Section 22.1 Definitions.
The meanings of certain terms used in this Article 22 and elsewhere in this Agreement are stated below:

22.1(a) Category A - Refers to the rights of those qualified employees with seniority who have been affected by a surplus:

22.1(a)(1) who have worked under or been assigned to the open job title or higher classification thereof on other than a "temporary promotion" basis for ninety (90) or more calendar days within or immediately prior to the following time periods preceding the date of selection of an eligible individual to fill the open job title:

A. for employees with five (5) or more years seniority, a eight (8)-year period;

B. for employees with three (3) or more but less than five (5) years seniority, a five (5)-year period;

C. for employees with less than three (3) years seniority, a three (3)-year period

22.1(a)(2) who have on file an effective application to the Personnel Section for the open job title; and

22.1(a)(3) who are on layoff or who are assigned to a lower labor grade than that of the open job title; and

22.1(a)(4) who have not resigned or been terminated for reasons other than layoff since holding the open job title or higher classification thereof; and

22.1(a)(5) who have not been demoted from the open job title at their request; and

22.1(a)(6) who have not been demoted or laid off because of not being suited for work in the open job title.

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NOTE: Employees will, within thirty (30) days of the effective date of their layoff or downgrade, be notified of the job titles for which they may have Category A eligibility. Failure of the Company to provide such a notice shall not relieve the employee from his/her obligation to exercise whatever Category A rights he/she may have. In establishing Category A rights, qualified employees in Puget Sound who are on layoff may select the Puget Sound location(s) (Seattle, the Developmental Center, Frederickson, Kent, Auburn, Renton or Everett) to which their Category A rights will apply. Qualified employees on the active payroll may select their desired shift, and Puget Sound employees may select their desired location and shift. Employees will only be considered to fill openings on the shift and/or at the location so designated.

22.1(b) Category B - Refers to those qualified employees:

22.1(b)(1) who are currently assigned to and have worked in the next lower step in the normal line of promotion for which the opening exists for the ninety (90) calendar days immediately preceding the selection of an eligible individual to fill the open job title, and

22.1(b)(2) who have on file an effective application to the personnel section for the open job title and designated shift; and

22.1(b)(3) who have not been demoted from the open job title at their request during the preceding ninety (90) days; and

22.1(b)(4) who have not been demoted because of not being suited for work in the open job title during the preceding twelve (12) months.

22.1(c) Downgrade - Refers to the reclassification of an employee to a lower labor grade.

22.1(c)(1) Employee Requested Downgrade - refers to a downgrade initiated by the employee. (An employee who expresses a desire for an employee-requested downgrade may have his/her steward or business representative present during any formal discussion of the proposed action.)

22.1(d) Effective Application - Refers to an application for work in an open job title by an employee at his/her assigned primary or remote location or by an employee on layoff at the primary or remote location from which he/she was most recently assigned. Such application shall become effective within five (5) workdays after it is received by Personnel Records. Category B applications will remain in effect until cancelled or changed at the employee's request, or until such time as the employee is reclassified to the job title, or the employee rejects an offer of a job for which he/she has filed or the employee is relocated to a different Primary Location covered by this Agreement, whichever occurs first. Category A applications will remain in effect for the duration of Category A eligibility unless cancelled or changed at the employee's request, or until such time as the employee is returned from layoff, or the employee is reclassified to the job title, or the employee is extended an offer, or rejects an offer of a job for which he/she has filed or the employee is relocated to a different primary location covered by this Agreement, whichever occurs first. An employee who rejects a job offer for which he/she has downgrade rights and elects layoff may not file a Category A application, to the job offered and rejected. If such rejection of job offer does not result in layoff, there will be no requirement that he/she again be considered for that job title unless the employee refiles an application at any time ninety (90) or more calendar days after he/she declines the job offer.

NOTE: In establishing Category B rights, qualified employees in the Puget Sound area shall select the Puget Sound location(s) (Seattle, the Developmental Center, Frederickson, Kent, Auburn, Renton or Everett), and the shift to which their Category B rights will apply.

22.1(e) Emergency Classification - Refers to the temporary reclassification of an employee when the Company finds it necessary to assign a higher-graded employee to perform lower-graded work. Subject to the provisions of Section 22.6(b), such employees shall gain downgrade rights. In each instance the employee will be notified at time of assignment and the Union notified and the employee reclassified when the assignment exceeds thirty (30) calendar days. The Company shall provide the Union with an updated list of employees who are emergency classified on a monthly basis.

22.1(f) Job Title or Job - Refers to, as a composite unit, The Boeing Company title, number, and description of the job.

22.1(g) Job Family - Refers to two (2) or more jobs having the same job title number, except for that part of the job title number that identifies the labor grade level of the job.

22.1(h) Lateral Reclassification - Refers to the reclassification of an employee from one job title to another job title in the same labor grade.

22.1(i) Lateral Transfer - Refers to the transfer of an employee from one organization to another without change of job title.

22.1(j) Normal Line of Promotion - Refers to the channel of promotion established by the Company from one job title to another, within the same job family. A complete initialed and dated list of job titles as of the effective date of this Agreement has been furnished to the Union, and the Company has retained a copy of such initialed and dated list. The channels of promotion as established by the Company are in accordance with such list.

22.1(k) Normal Line of Promotion Designated Candidates - Refers to a less senior employee selected to fill a normal line of promotion opening. Normal line of promotion designated candidates will be limited to 0.75 percent of the bargaining unit headcount at Seattle-Renton, Wichita and Portland, determined separately on January 1 and July 1 of each year for use during the succeeding six (6)-month period. The promotion of designated candidates is not subject to the grievance and arbitration procedure.

22.1(l) Open Job Title - Refers to a job title in which the Company determines, subject to Section 22.7, that additional employees are needed in excess of those assigned to such job title:

22.1(l)(i) by returning employees from leave of absence; or

22.1(l)(ii) by reclassifying apprentices; or

22.1(l)(iii) by lateral transfer; or

22.1(l)(iv) by lateral reclassification; or

22.1(l)(v) by transferring employees involving lateral reclassifications; or

22.1(l)(vi) by downgrading or demoting employees on the active payroll; or

22.1(l)(vii) by temporary promotion; or

22.1(l)(viii) by transferring employees from one Primary Location or Remote Location to another Primary Location or Remote Location; or

22.1(l)(ix) by returning employees to the bargaining unit from non-supervisory positions outside the bargaining unit; or

22.1(l)(x) by emergency classification; or

22.1(l)(xi) by returning employees from disability retirement or who have been demoted or laid off due to the employee's medical recommendation.

The Company may make such assignments, transfers, changes, downgradings and demotions, and temporary promotions, without restriction except with regard to certain Category A employees as provided in Section 22.7 and except as otherwise hereinafter provided in this Article 22.

22.1(m) Opening - Refers to a single unfilled job in an "open job title" and the opening shall be deemed to be closed at the time the Personnel Section designates the eligible individual or employee entitled to consideration for the job.

22.1(n) Organization - Refers to an alpha/numerically identified segment of the Company.

22.1(o) Promotion - Refers to the action of the Company in moving an employee from his/her current labor grade to a higher labor grade.

22.1(p) Surplus - Refers to an action involving reduction in force within a job title which action results in a layoff, downgrade or lateral of affected employees.

22.1(q) Temporary Promotion - Refers to a promotion remaining in effect for a period of not more than thirty (30) consecutive calendar days, or for ninety (90) consecutive calendar days if the promotion is a direct replacement for an employee on medical leave of absence, travel assignment, or temporary supervisory assignment, or for such longer period as may be designated by mutual agreement between the Company and the Union. The Union Business Representative shall be provided with notification of temporary promotions that are estimated to be in effect for thirty (30) or more calendar days prior to or coincident with the effective date of such promotions. The foregoing time period limitation will not apply in instances where an employee is on travel assignment. Repetitive temporary promotions shall not be used to fill a permanent job opening.

22.1(r) Employee Requested Transfer (ERT) System - A system which allows Company employees to be considered for open job titles and lateral transfers within the bargaining unit. A pool of candidates will be established through application of minimum criteria developed by the Company and administered through the IAM/Boeing Joint Programs.

NOTE: In the event an employee declines to accept an offer for a job for which he/she has filed an effective application, there will be no requirement that he/she again be considered for that job unless the employee refiles an application at any time ninety (90) or more calendar days after he/she declines the offer.

Section 22.2 Surplusing Procedures - "Retentions" - Definition.
The surplusing procedures later specified in this Article 22 make various references to the use by the Company of "retentions." A "retention" is the retaining, in a job title in which a surplus has been declared by the Company, of an individual whose seniority position would have caused him/her to have been surplused while some other employee or employees

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with greater seniority are surplused. In each instance the retained employee will be designated, at the time the retention is used, to be retained in the job title rather than to have him/her affected by the surplus action. The retained employee shall be notified of his/her retention status and shall retain that status for the remainder of the six (6)-month period in which he/she is so designated unless such designation, within such period, is cancelled or is reassigned by the Company to a more senior employee in the same job title. Also, prior to the time that any further surplus is declared in such job title, and whether within such six (6)-month period or thereafter, the retainee (or, after such six (6)-month period, the previous retainee) may be replaced in the job title by a more senior employee concurrent with the latter's downgrade to the job title. If such replacement occurs within the six (6)-month period, the Company shall be required to transfer such retention status to the downgraded senior employee. In instances where the replaced employee is not a current retainee, the most junior employee will be replaced. The Union will be notified of retention usage and may appeal to the site senior Human Resources representative or designee any perceived misapplications of this retention procedure. The site senior Human Resources representative or designee will have thirty (30) days to review the facts and correct any misapplications of this procedure.

Section 22.3 Surplusing Procedures - Number of Retentions Allowable.

22.3(a) Periods Used for Making Computations. For purposes of determining the allowable number of retentions and using and applying such retentions, calendar six (6)-month periods shall be used, the first period in each year to be from January 1 to June 30, inclusive, and the second period to be from July 1 to December 31, inclusive.

22.3(b) Allowable Number – By Location. For each such period the number of allowable retentions shall be determined separately for each of the following "locations": Seattle-Renton; Wichita; and Portland. At each such location, the number of allowable retentions for the applicable six (6)-month period will be four and one-half (4.5) percent of the bargaining unit head count at the beginning of the period.

22.3(c) Allowable Usage. At each location the use of the number of allowable retentions for the applicable six (6)-month period shall be in accordance with the following:

22.3(c)(1) Three (3) levels of seniority will be identified: (a) zero (0) years through nine (9) years, (b) ten (10) years through fourteen (14) years and (c) fifteen (15) years or more. The total retentions in all three (3) levels shall not exceed four and one-half percent (4.5), subject to Subparagraph 22.3(c)(3).

22.3(c)(2) Retentions shall apply only as against another employee in the same seniority level, subject to Subparagraph 22.3(c)(3).

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22.3(c)(3) An additional one (1) percent number of retentions (one (1) percent in addition to the four and one-half (4.5) percent allowed by Section 22.3(b)) may be used in each such six (6)-month period at each such location only to retain (a) an employee in Labor Grade 5 or above as against another employee who is in a higher seniority level; or (b) an employee assigned to a program having restricted access limitations.

22.3(c)(4) Retentions described in Subparagraph 22.3(c)(3) will be accounted for separately and the Union will be advised of the reason the retention has been designated.

22.3(d) Computations – Fractional Results. In applying the percentages and making the computations under this Section 22.3, the number of allowable retainees shall be computed to the nearest whole number and a fraction of one-half (l/2) or more shall be treated as one (1).

Section 22.4 Surplusing Procedures - Use of Allowable Retentions Not Subject to Challenge.

The Company's use of retentions in the number allowed under Section 22.3, or the surpluses resulting from the application and use of such retentions, shall not be subject to challenge or to grievance procedure.

Section 22.5 Surplusing Procedures – Order of Surplusing.

In the event that the Company determines that there is an excess of employees in a job title at a particular Company location, the order of surplus of such excess will, subject to the use of retentions as defined in Sections 22.2 and 22.3, be in reverse seniority order in such job title at the primary or remote location where the surplus has been declared.

Section 22.6 Surplusing Procedures – Rights as to Downgrade.

Each employee upon being subject to surplusing action will have the right to be downgraded to the highest of the following:

22.6(a) To a lower job title which is not lower than the next lower job title in his/her job family or previously held job families or,

22.6(b) To the highest-graded job title, including emergency classification, held for ninety (90) or more consecutive calendar days during the preceding eight (8)-year period.

The foregoing will apply providing work is being performed in such lower job title applicable to Section 22.6(a) above or in the job title applicable to Section 22.6(b) above and providing further that his/her seniority entitles him/her to such placement when compared with the seniority of employees (other than retainees or stewards) in such job titles or of those employees who are Category A candidates for such job titles. If such an employee rejects a job offer for which he/she has downgrade rights and prefers layoff, he/she can so elect but he/she relinquishes Category A rights, to the job offered and rejected. When there is no such lower job title or where his/her seniority at the time does not entitle him/her to placement referred to in Section 22.6(a) or Section 22.6(b) above, he/she may be downgraded to any offered job title he/she will accept, or laid off. Reclassifications involving employees and the rights of such employees in connection with surplusing procedures will be subject to the Category A rights of others to the extent provided in Section 22.7.

NOTE: The provisions of Section 22.6(a) and Section 22.6(b) will not apply in instances where following appropriate review, an employee was removed from his/her previous job title due to medical limitations, lack of qualifications or an employee requested downgrade.

Section 22.7 Surplusing Procedures – Preferential Rights as to Certain Category A Employees.

Employees in Category A with one (1) or more years of seniority at the time of surplus from a job title, and who have held the job title (or higher classification thereof) at the primary location where the transaction occurs, will, for the first three (3) years of their Category A status, have the preferential right to fill openings in such job title (or lower grade in the same job family) as against all other individuals, except as to the following:

22.7(a) Senior employees moved into the job title, whether by lateral reclassification, downgrade or emergency classification.

22.7(b) Junior employees moved into the job title on a temporary basis by lateral assignment, reclassification or downgrade for not to exceed thirty (30) calendar days, or for ninety (90) calendar days when agreed upon by the Company and the Union, if requested by the Company for conditions such as surplus mitigation and maintaining production health, but not for the purpose of filling open requirements. Agreement will not be unreasonably withheld. This thirty (30)-day period relating to each individual assignment on a temporary basis cannot be extended by the assignment of another employee to the job title on a temporary basis. The Union will be notified of each such assignment or reclassification.

22.7(c) Employees, whether senior or junior, assigned to the job title from another Primary Location on a temporary basis for not to exceed thirty (30) calendar days unless mutually extended by the parties.

22.7(d) Junior employees who are assigned to emergency classification to a different occupation or job family for not to exceed sixty (60) calendar days, or for ninety (90) calendar days when agreed upon by the Company and the Union, if requested by the Company for conditions such as surplus mitigation and maintaining production health, but not for the purpose of filling open requirements. Agreement will not be unreasonably withheld.

22.7(e) For those openings in Labor Grade 4 and above only, junior employees in the same occupation or job family moved into the job title by downgrade, if at the time of filling the opening, the Category A employee has been surplused from the job title for more than thirty (30) calendar days.

22.7(f) Employees, senior due to the accumulation of bargaining unit seniority, returning to the bargaining unit from a supervisory or non-supervisory position.

22.7(g) Employees in Aircraft On Ground (AOG) assignments such as Aviation Maintenance Technician and Inspector-AOG, whether junior or senior, who are assigned to any other job title on a temporary basis for a period of time less than ninety (90) days. Assignments shall not be used for the purpose of filling open requirements.

Section 22.8 Surplusing Procedures – Temporary Layoffs.
Anything to the contrary in this Agreement notwithstanding, when the Company determines it is necessary to reduce the number of employees working within a job title at a particular location, any employees in the organizations considered by the Company to have an excess number of employees, who are within such job title, may be temporarily laid off for not more than fourteen (14) calendar days, with or without application of the procedures stated in this Agreement during such period of temporary layoff. The Company agrees that the Union will be notified whenever possible in advance.

Section 22.9 Recall Procedures – Order of Recall of Category A Employees from Downgrade or Layoff.
The order of selection of individuals for assignment from Category A shall be from those who on the date of their layoff or downgrade were Category A candidates for the open job title strictly on the basis of seniority.

Section 22.10 Rules Relating to Lateral Transfers and Reclassifications.
Such transfers and reclassifications shall be in accordance with the following rules:

22.10(a) The Company may make lateral transfers (no change in job title) from one organization to another without limitation, subject only to the limitations of Section 22.7 of this Article 22 relating to preferential rights as to certain Category A employees.

22.10(b) The Company may make lateral reclassifications from one job title to another, or may make downgrades from one job title to another, subject only to the limitations of Section 22.7 of this Article 22 relating to preferential rights as to certain Category A employees.

22.10(c) An employee who has been reclassified to the job title within the preceding eight (8)-year period shall, in the event of surplus action affecting him/her, be afforded the right to return to one of the other job titles in a job family in which he/she has worked during the eight (8)-year period described above, providing he/she worked in that job title or family for ninety (90) or more consecutive calendar days within or immediately prior to such eight (8)-year period, and has greater seniority than another employee (not a retainee or steward) in that job title. Reclassifications involving employees and the rights of such employees in connection with surplusing procedures will be subject to the Category A rights of others to the extent provided in Section 22.7. An employee who rejects such an offer shall have the right, upon their request, to be reclassified to a job title to which the employee has established downgrade surplus rights described in Section 22.6. Such employee shall be considered an employee accepting a downgrade and shall be eligible for the provisions of Article 6, Section 6.3(d) – Rate Retention and this Article 22. Such employee will not be eligible to file an effective application for Category A for the rejected job.

22.10(d) Any employee who is laterally reclassified by the Company and is within the following ninety (90) days found by the Company unqualified (for reasons other than not being "physically qualified"), to perform his/her new assignment shall be (1) assigned to other work in the same labor grade or (2) given the opportunity of returning to his/her former job title, providing, as to (2), that he/she worked in the former job title for thirty (30) consecutive days or more within the year preceding the reclassification to the new job and his/her seniority will support his/her return to the former job title. In the event an employee is holding a higher graded job classification but is no longer assigned to work as a lead (as defined by the Rules Governing the Application of Job Descriptions), he/she shall be given the same consideration for lateral transfers accorded to employees in the lower graded job classification of the work being performed.

NOTE: The foregoing paragraphs Section 22.10(c) and Section 22.10(d) will not apply in instances where, following appropriate review, an employee was removed from his/her previous job title due to medical limitations or lack of qualifications.

Section 22.11 Promotional Procedures[1] - Order of Filling Openings. Selection of employees or individuals for assignment to an open job title shall be made in the following order (except that employees on leaves of absence in excess of thirty (30) days need not be considered for promotion during such leave):

22.11(a) Those employees in Category A (in relation to the open job title), in accordance with Section 22.9; then

22.11(b) Those qualified Category B Employees in seniority order, subject to the provisions of Section 22.1(k); then

22.11(c) Those identified through the ERT System; then

22.11(d) Those from any other sources, in any order.

Employees are considered releasable for an ERT after they have held their present job for twelve (12) months. Exceptions may be made when deemed to be in the best interests of the employee and the Company.

The foregoing procedure, Section 22.11(b), shall apply unless such an employee is considered to be unsuitable because of physical limitations or because the employee does not possess the required program access credentials. Where such employees are considered to be unqualified, a memorandum will be prepared setting forth the reason the employee is unqualified. Two (2) copies of such memorandum will be sent to the site senior Human Resources representative or designee, for transmittal to the Personnel Section. One copy will be filed in the employee's folder. Where an employee is considered to be unqualified for promotion, he/she shall be so notified in writing and shall be considered for promotions to subsequent openings under the same procedures when the factors which caused him/her to be considered as unqualified no longer exist or have no bearing on the subsequent openings.

Section 22.12 Promotional Procedures - Graduate Apprentices.

22.12(a) Employees, who successfully complete the requirements of graduation from the Joint Apprenticeship Program, shall be immediately promoted to the designated target job title of such program, or in the case of the Machinist Joint Apprenticeship Program or the Cellular Manufacturing Machinist Joint Apprenticeship Program, to one of the designated target job titles, subject only to the following:

22.12(a)(1) Graduate Apprentices, upon graduation from the Joint Apprenticeship Program, shall be deemed to have met the

[1]See note to Section 22.1(a) and Section 22.1(d), regarding the definition of "effective application" as applied to promotional procedures.

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qualifications of Section 22.6 and Section 22.10 for establishing downgrade or lateral reclassification rights to the designated target job title provided they are otherwise qualified.

22.12(a)(2) Graduate Apprentices assigned a target job title, who are subject to surplus prior to the completion of thirty (30) days in such job title shall be deemed to have met the qualifications of Subparagraph 22.1(a)(1) and shall be considered as Category A for return to such job title provided they are otherwise qualified.

22.12(a)(3) Graduate Apprentices not assigned to a target job title upon graduation from the Joint Apprenticeship Program, who are limited due to the provisions specified in Section 22.7 of this Article 22 relating to preferential rights of certain Category A employees shall be deemed to have met the qualifications of Subparagraph 22.1(a)(1) and shall be considered as Category A for return to such job title provided they are otherwise qualified.

22.12(a)(4) Graduate Apprentices assigned to a higher-graded job than the target job title upon graduation from the Joint Apprenticeship Program shall be deemed to have met the qualifications of Section 22.1, Section 22.6, and Section 22.10 for establishing Category A, downgrade, or lateral reclassification rights for the target job title provided they are otherwise qualified.

22.12(a)(5) Graduate Apprentices who are assigned to the target job and are subsequently promoted to a higher-graded job than the target job title prior to the completion of the established time periods as described in the respective sections of Article 22 shall be deemed to have met the qualifications of Section 22.1, Section 22.6, and Section 22.10 for establishing Category A, downgrade, or lateral reclassification rights for the target job title provided they are otherwise qualified.

22.12(a)(6) Graduate Apprentices not assigned to the target job title upon graduation from the Machinist Joint Apprentice Program or the Cellular Manufacturing Machinist Joint Apprenticeship Program, who are limited due to the provisions specified in Section 22.7 of this Article 22 relating to preferential rights of certain Category A employees or who have been assigned to a higher-graded job than the target job title shall be designated one of the target job titles by the site senior Human Resources representative or designee to one of the Machinist target jobs for the Machinist Graduate or one of the Cellular Manufacturing Machinist target jobs for the Cellular Manufacturing Machinist Graduate and shall be deemed to have met the qualifications of Subparagraph

22.1(a)(1) and shall be considered as Category A for return to such job title provided they are otherwise qualified.

NOTE: Entry into the Apprenticeship Program will be considered a promotion for the purpose of establishing rights under the terms of Article 22. Apprentices will also be ineligible for any Category A, lateral reclassifications or downgrade rights they may qualify for under the terms of the Collective Bargaining Agreement until graduation or removal from the program.

22.12(b)(1) Target job titles of the Joint Apprenticeship Program for Jig and Fixture Tool Maker, Maintenance Machinist, Model Maker, Tool and Die Maker, Tool and Cutter Grinder, N/C Spar Mill Operator, Industrial Electronic Maintenance Technician, Machine Tool Maintenance Mechanic, Composite Manufacturing Technician and Tooling Inspector are as follows:

Apprentice Job No.	Apprentice Job Title	Target Job No.	Target Job Title
A12XX	Apprentice Jig & Fixture Tool Maker	75508	Tool Maker B
A14XX	Apprentice Maintenance Machinist	89709	Maintenance Machinist A
A15XX	Apprentice Model Maker	03609	Model Maker B
A18XX	Apprentice Tool and Die Maker	76010	Tool and Die/Deep Draw
A19XX	Apprentice Tool and Cutter Grinder	40708	Tool Grinder A
A20XX	Apprentice N/C Spar Mill Operator	17908	Spar Mill Operator A N/C
A21XX	Apprentice Tooling Inspector	54808	Tooling Inspector B
A22XX	Apprentice Machine Tool Maintenance Mechanic	89509	Machine Repair Mechanic A
A23XX	Apprentice Industrial Electronic Maintenance Tech	87510	Electronic Maintenance Technician
A26XX	Apprentice Composite Manufacturing Technician	74808	Composite Manufacturing Technician

22.12(b)(2) Target job titles of the Joint Apprenticeship Program for Machinists are as follows:

Apprentice Job No.	Apprentice Job Title	Target Job No.	Target Job Title
A13XX	Apprentice Machinist	70208	Grinder Operator A
A13XX	Apprentice Machinist	17408	Lathe Operator
A13XX	Apprentice Machinist	70808	Milling Machine Operator A
A13XX	Apprentice Machinist	C4608	N/C Multi Tool and Milling Machine Operator
A13XX	Apprentice Machinist	71908	Gear Cutting Machine Operator A
A13XX	Apprentice Machinist	C4808	Milling Machine Operator - General

22.12(b)(3) Target job titles of the Joint Apprenticeship Program for Cellular Manufacturing Machinists are as follows:

Apprentice Job No.	Apprentice Job Title	Target Job No.	Target Job Title
A24XX	Apprentice Cellular Manufacturing Machinist	N0309	General Machinist
A24XX	Apprentice Cellular Manufacturing Machinist	73809	Flexible Machining System (FMS) Operator
A24XX	Apprentice Cellular Manufacturing Machinist	C3809	Machinist Assembler Precision

Section 22.13 Promotional Procedures – Effect of Refusing Promotion.
In the event an employee declines to accept a normal line promotion for a location and shift for which he/she has filed an effective application, there will be no requirement that he/she again be considered for that particular location and shift unless the employee refiles an application at any time ninety (90) or more calendar days after he/she declines the promotion.

Section 22.14 Review of Selection of Designated Candidates.
A procedure for reviewing the promotion of a designated candidate is provided in Section 22.15 and the application of such procedure and the right to invoke it are subject to the following rules:

22.14(a) A "request for review" is a claim that a senior Category B employee should have been promoted instead of a designated candidate.

22.14(b) In the case of a request for review:

22.14(b)(1) The request for review shall be limited to the claim that the one making the request (the senior employee) has been aggrieved by the promotion of a designated candidate to the next higher step in the senior employee's normal line of promotion.

22.14(b)(2) The request for review must be filed within seven (7) workdays after the promotion is published in an appropriate posting area.

22.14(b)(3) The senior employee must be an employee who is claiming that he/she should have received the particular promotion, rather than the designated candidate and the sole objective of the request shall be to establish that he/she is qualified for the promotion. He/she cannot make more than one (1) request in either of the six (6)-month periods: January-June, inclusive; July-December, inclusive.

22.14(b)(4) The senior employee must have been on his/her present job for a period of not less than six (6) months immediately prior to the request. Such an employee who goes on the inactive payroll or on layoff shall become eligible to file a request for review upon his/her return to the active payroll provided he/she meets the other qualifications.

22.14(b)(5) Where more than one (1) request is addressed to or based on the same promotion of a designated candidate, in accordance with Subparagraph 22.14(b)(1), above, only one (1) request will be permitted and that request will be on behalf of the most senior employee among those filing such a request. The other requests shall be deemed withdrawn.

22.14(b)(6) An applicant to an opening which opening is away from his/her Primary or Remote Location is not eligible to file a request for review.

Section 22.15 Rules for Resolving Requests for Reviews.
Requests for reviews that meet the requirements of Section 22.14 will be subject to the following rules and review procedures:

22.15(a) A request for review may be submitted to the Union Relations Office, or a representative thereof, either by the employee or by a business representative on the employee's behalf.

22.15(b) The request must be in writing and contain the employee's name, current organization and identification number; the pertinent facts relating to the promotion in question; and a statement of the reasons and facts which show that the senior employee is qualified.

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22.15(c) The Union shall make a thorough investigation of the grounds for the request for review in order to determine whether, in the Union's view, there is adequate and reasonable basis for proceeding with the requested review.

22.15(d) If, after such investigation, the Union determines the request to be one warranting further processing, and if no agreement can be reached between the Company and the Union as to a disposition of the matter prior to submitting it to the Review Board, then the matter shall be referred to the Review Board not later than ten (10) workdays after the filing of the request for review.

22.15(e) There shall be a Review Board or Review Boards to hear and determine requests for review at various Company locations. At Primary Locations, the Review Board(s) will meet at least once a month; a Review Board at a Remote Location will meet as necessary, but no later than thirty (30) days after a request for review is filed.

22.15(f) Each Review Board shall consist of three (3) members: one (1) appointed by the Union, one (1) appointed by the Company, and a chairperson whose selection shall alternate between the Union and the Company for each review.

22.15(g) The Board members shall be familiar with the types of work involved, but to the extent practicable, such Board members shall be from a different work area or organization. Neither the selecting supervisor nor the senior employee shall be members of the Review Board hearing his/her case, but they may be required to give testimony.

22.15(h) The Union Relations Office, or a representative thereof, shall establish the time and location of meetings of the Review Board and shall notify the Union of such schedule at least five (5) workdays in advance. At least twenty-four (24) hours before the meeting, the Review Board will be given the request for review, the work history and training records and employment application of the senior employee, and other information pertinent to the selection. The senior employee shall be notified of the meeting, and he/she may attend and testify, or submit additional written information, if he/she wishes to.

22.15(i) Each meeting of a Review Board shall be held during working hours. The Company will pay the wages of its committee member, the senior employee whose case is being reviewed, and the wages of the Union-appointed member of the Board if he/she is an employee on the active payroll. However, such Union-appointed member will only receive such wages while serving on his/her assigned shift.

22.15(j) The decisions rendered by each Review Board shall be based exclusively on evidence, testimony and information submitted to the

Board prior to and at the meeting, and the burden of proof shall be upon the senior employee to establish that he/she is qualified.

22.15(k) The Company and the Union will cooperate in instructing Board members to deal with each request for review fairly and objectively, and without Company or Union bias.

22.15(l) At the conclusion of the meeting, each member of the Board must cast a vote by secret ballot. No ballot shall be signed or otherwise identifiable.

22.15(m) In the event the Board sustains a request for review, the senior employee will be promoted within five (5) workdays or when he/she is assigned to the higher labor grade, whichever occurs first.

22.15(n) The Company may continue to effect any adjustments in personnel irrespective of pending requests for review.

22.15(o) Processing of a request for review pursuant to and in accordance with Section 22.14 and this Section 22.15 shall be final and binding and neither the request nor the promotion to which it relates shall be subject to any other or further grievance procedure or challenge.

Section 22.16 Special Provisions in Regard to Remote Locations. The terms, conditions and limitations of this Article 22 shall apply to employees permanently assigned to any Remote Location except that:

22.16(a) Transfers to and from such Remote Locations shall be on a voluntary basis to the job offered to the employee in either instance.

22.16(b) There shall be no requirement that Primary Location employees be transferred, promoted, demoted or recalled from layoff to a Remote Location or that Remote Location employees be transferred, promoted, demoted or recalled from layoff to a Primary Location or to another Remote Location, except as noted in Section 22.16(c), below. However, such employees may make application for consideration at other than their assigned location.

22.16(c) If it becomes necessary to reduce the number of employees working within job titles to which employees at a Remote Location are assigned, the following shall apply:

22.16(c)(1) Reduction in the work force at a Primary Location may be made without affecting employees assigned to any Remote Location.

22.16(c)(2) Reductions in work force may be made at a particular Remote Location without affecting employees working at a Primary Location or any other Remote Location.

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22.16(c)(3) An employee who is transferred to a Remote Location from a Primary Location, and is subsequently subject, as a result of surplus, to a layoff or downgrading, to a labor grade lower than that labor grade to which he/she was assigned at the Primary Location immediately prior to the transfer, may (subject to the Category A rights of others to the extent provided in Section 22.7) elect to return to the Primary Location to the labor grade to which he/she was assigned immediately prior to the transfer.

Section 22.17 Special Provisions in Regard to Employees on Travel Assignments.

The terms and limitations of this Article 22 shall apply to employees who are being compensated for living or travel expense as provided in Article 12 of this Agreement or those employees who are specifically assigned to an organization preparatory for such assignment or otherwise designated for such assignment, except that:

22.17(a) There shall be no requirement that other employees be transferred, promoted, demoted or recalled from layoff to fill job openings occurring in such special assignment, or that employees on such assignments be transferred, promoted or demoted as a result of job openings or surplus in other locations except as noted in Section 22.17(b) below. However, such employees may make application for consideration at other than their assigned location.

22.17(b) Where an employee is on a travel assignment and is subject to layoff or downgrading from a job title to which he/she is assigned while on such travel assignment to a labor grade lower than the labor grade to which he/she was most recently assigned prior to the travel assignment: He/she may elect to be returned to the original location, in which case his/her placement shall, subject to Section 22.7, be determined in the following order: (1) any job title offered by the Company in a labor grade not less than the labor grade he/she held immediately prior to the travel assignment; (2) the job title held immediately prior to the travel assignment; (3) any other job title offered by the Company which he/she accepts; (4) layoff.

22.17(c) An employee on travel assignment, who completes such assignment, will be returned to the job title held preceding the travel assignment unless surplus action that developed during the travel assignment resulted in the surplus of senior employees who have an effective application for Category A.

Section 22.18 Miscellaneous.

Other miscellaneous provisions of this Article 22, relating to workforce administration, are as follows:

22.18(a) Transfer into or out of unit.

22.18(a)(1) The Company may transfer or promote employees from any collective bargaining unit covered by this Agreement to the management (supervisory) payroll.

22.18(a)(2) The Company may transfer or demote non-bargaining unit employees (except those returning from the active management payroll) who have accumulated seniority under Section 14.1, to any collective bargaining unit covered by this Agreement only to job titles they have previously held within any such unit. Such transfers or demotions may be made subject to the preferential rights of Category A employees to the extent provided in Section 22.7.

22.18(a)(3) An employee returning from the active management (supervisory) payroll of the Company, and who is accumulating seniority or who has accumulated seniority in accordance with Section 14.1(b) will be returned to the job last held (if populated) or another job of the same labor grade or any lower grade.

22.18(b) Subject to the terms and conditions of this Agreement, and to the extent not covered by such terms and conditions, the procedures and rules relating to employees shall be determined by the Company.

22.18(c) As to an employee selected for a job opening on the basis of a Category A effective application who fails to respond to a recall or who declines to accept such an opening:

22.18(c)(1) If he/she is on layoff, he/she will lose seniority unless Subparagraph 22.18(c)(3) or Subparagraph 22.18(c)(4) applies.

22.18(c)(2) If he/she is on the active payroll and he/she declines for any reason to accept such an opening, his/her effective application as it relates to that job title will be considered cancelled but the employee may refile after a period of ninety (90) calendar days.

22.18(c)(3) If he/she is on layoff and, after interview, he/she declines to accept such an opening due to his/her valid assertion of his/her inability to perform the particular work assignment, his/her Category A effective application for that job title shall not be effective until he/she refiles an application for his/her Category A eligibility. The Union will be notified of all valid assertions.

22.18(c)(4) If he/she is on layoff and is advised by the Company that the job identified with the opening is estimated to be for less than ninety (90) calendar days duration, the employee may reject such offer and maintain, irrespective of the actual duration of the job, his/her Category A effective application for that job title. His/Her application shall not be effective for the following thirty

(30)-day period for other openings estimated to be for less than ninety (90) calendar days' duration.

22.18(d) Where an individual has been selected to fill an opening due to his/her status as a Category A but is surplused from the job title (including those treated as a completion of a temporary promotion) prior to the completion of thirty (30) calendar days, such surplus date will be deemed to be the last date he/she held such job title for the purpose of Section 22.9.

22.18(e) An employee who has taken a disability retirement, or who has been demoted or laid off due to a medical recommendation, and whose medical condition subsequently improves sufficiently to allow him/her to perform the required work, shall be (1) returned to his/her former job title provided he/she returns within six (6) years of the date he/she last worked in that job title, or (2) returned to a job title, subject to the employee's medical recommendation, for which he/she has established surplus rights in Article 22. The foregoing will apply provided work is being performed in such job title and provided further that his/her seniority entitles him/her to such placement when compared to the seniority of employees (other than retainees or stewards) in such job title. If his/her seniority is not sufficient to return him/her to his/her job title, he/she will be granted Category A status subject to the provisions of Section 22.1. His/Her Category A status will commence on the date he/she would have been subject to surplus action or the date on which his/her medical condition is sufficiently improved to allow him/her to perform the required work, whichever occurs first.

22.18(f) Whenever practicable, affected employees will be given at least twenty-four (24) hours notice prior to layoff.

ARTICLE 23
LAYOFF BENEFITS

Section 23.1 Establishment of Plan.
The Company will establish a Layoff Benefit Plan to provide for lump sum or income continuation benefits as set forth in this Article. Such Plan will apply to employees who are laid off with an effective date on or after September 4, 2008.

Section 23.2 Eligibility.
All bargaining unit employees who have at least one (1) year of Company service and who are involuntarily laid off from the Company (other than a temporary layoff under Section 22.8, but including employees laid off because of declining a downgrade offer as allowed under Section 22.6) are eligible to receive the benefit described in Section 23.3; provided, however, the following employees shall not be eligible for the benefit: employees

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